



**BellSouth Telecommunications, Inc.**

333 Commerce Street  
Suite 2101  
Nashville, TN 37201-3300

[guy.hicks@bellsouth.com](mailto:guy.hicks@bellsouth.com)

**Guy M. Hicks**  
General Counsel

615 214-6301  
Fax 615 214-7406

December 18, 2000

VIA HAND DELIVERY

David Waddell, Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37238

Re: *Tariff Filing of BellSouth Telecommunications, Inc. to Reduce Grouping  
Rates in Rate Group 5 and to Implement a 3% Late Payment Charge*  
Docket No. 00-00041

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of the non-proprietary portions  
BellSouth's Responses to the Consumer Advocate Division's Second Data Request.  
Copies of the enclosed are being provided to counsel of record.

Very truly yours,

Guy M. Hicks

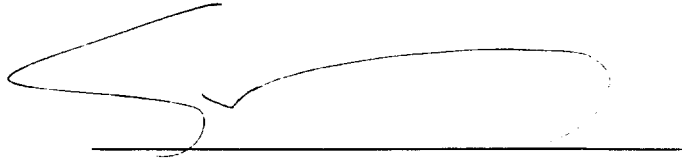
GMH:ch  
Enclosure

**CERTIFICATE OF SERVICE**

I hereby certify that on December 18, 2000, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☒ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight

Timothy Phillips, Esquire  
Office of Tennessee Attorney General  
425 Fifth Avenue North  
Nashville, Tennessee 37243

A handwritten signature in black ink, appearing to read 'Timothy Phillips', is written over a horizontal line.

1. BellSouth objects to each Request to the extent that it purports to impose upon BellSouth any obligations more onerous or far reaching than those provided for in the Tennessee Rules of Civil Procedure.

2. BellSouth objects to each Request to the extent it would require BellSouth to reveal information or documents that are protected from disclosure by the attorney-client privilege, the work-product doctrine, or any other applicable privilege. 26.02(3).

3. BellSouth objects to this Request to the extent that it seeks the mental impressions or work product of its attorneys.

4. BellSouth objects to this Request to the extent that it seeks copies of documents which are a matter of public record and therefore available to the Plaintiff.

REQUEST: If BellSouth does not believe its purchase of the accounts receivables of clearinghouses or IXC's come within the Uniform Commercial Code of Tennessee, Tenn. Code Ann. § 47-1-101 et. Seq. Please provide each and every basis for the belief, including but not limited to statutes and case law.

RESPONSE: BellSouth objects to this request on the grounds that it is irrelevant and that the information sought does not appear reasonably calculated to lead to the discovery of admissible evidence. Without waiving this objection, BellSouth states that the Uniform Commercial Code of Tennessee ("UCC") is not applicable to its purchases of accounts receivable of clearinghouses or IXC's. The only chapter of the UCC that could apply to BellSouth's purchases of accounts receivable is Chapter 9, which includes the sale of accounts. T.C.A. §47-9-102. However, BellSouth's purchases of accounts receivable of clearinghouses or IXCs are excluded from application of Chapter 9 by the exception of the "sale of accounts for the purpose of collection only" contained within T.C.A. §47-9-104(f). Even if BellSouth's purchases of accounts receivable of clearinghouses or IXCs fall within the provisions of Chapter 9 of the UCC, and are not subject to the exclusion within T.C.A. §47-9-104(f), Chapter 9 of the UCC merely provides BellSouth the means to protect itself in becoming a secured creditor, and is therefore not relevant, nor does it appear reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 2  
Page 1 of 1

REQUEST: If BellSouth does not believe its purchase of the accounts receivables of clearinghouses or IXC's come within Federal Trade Commission rule 16 C.F.R. § 433 and 16 C.F.R. § 433.2 please provide each and every basis for the belief, including but not limited to statutes and case law.

RESPONSE: BellSouth objects to this request on the grounds that it is irrelevant and the information sought does not appear reasonably calculated to lead to the discovery of admissible evidence. Without waiving this objection, BellSouth states that 16 CFR § 433 and CFR § 433.2 are not applicable to its purchases of accounts receivables of clearinghouses or IXC's because such purchases do not involve the taking or receiving of a consumer credit contract in that such purchases do not arise from a purchase money loan or a financed sale as required under the statute. 16 CFR § 433.1(d), (e), (i); 16 CFR § 433.2; 12 CFR § 226.2 (a), (16)-(17), 12 CFR § 226.4(a); 15 USCS § 1602 (f).

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 3  
Page 1 of 1

**REQUEST:** For each and every contract entered into by BellSouth for the Accounts in Tennessee, please describe in detail the method(s) BellSouth uses to notify the end user consumer that is has purchased the right to receipt of payment for the end user's account.

**RESPONSE:** Sections A.37 and E.8 of the General Subscriber Services Tariff covers the Billing and Collections Services that BellSouth offers to interexchange carriers and other third party service providers. These tariffs govern BellSouth's inclusion of third-party service provider charges on BellSouth's bill.

Its it the responsibility of the third-party service provider to advise the customer that their charge will be included with the customer's local exchange company's bill if in fact this is the arrangement made with BellSouth. See, e.g., GSST A.37.1.4.A ("The [third-party service provider] must provide the end user with written notification that future charges for the [third-party service provider] will be included on the end user's bill for Local Exchange Service.").

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 4  
Page 1 of 1

REQUEST: For each and every contract entered into by BellSouth for the purchase of accounts in Tennessee, please state whether BellSouth notifies the end user that the end user consumer has the right to maintain any defenses against BellSouth that he would have against the seller of the account.

RESPONSE: No. BellSouth, however, honors any defenses the end user consumer would have against the seller of the account.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 5  
Page 1 of 1

REQUEST: If BellSouth contends that Tennessee consumers entered into a principal/agent relationship with any IXC or clearinghouse from whom BellSouth purchases accounts which permit the IXC, CLEC or clearinghouse to create an independent liability between the consumer and any third party, please produce the principal/agent contract, tariff, statutes or rule supporting BellSouth's contention.

RESPONSE: BellSouth has no knowledge of the specifics of any "relationship" that is or may be created between a consumer and an IXC, CLEC, or clearinghouse.



BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 6  
Page 1 of 1

REQUEST: Tennessee consumers contend that the average rate for basic local exchange services on and after June 6, 1995 were average rates which included "float" as defined by the Director Greer at the September 26 2000 conference, if BellSouth disagrees with this contention please provide each and every fact, law or rule upon which BellSouth relies.

RESPONSE: BellSouth objects to this Request on the grounds that the information sought is unreasonably cumulative or duplicative. BellSouth has filed numerous documents in this docket which amply inform the CAD of the basis for BellSouth's position that the late payment charge is not a charge for a basic service.

Moreover, by a 2-1 vote, the TRA has upheld its previous decision that BellSouth's late payment charge "does not fit within the Section 65-5-208(a)(1) definition of basic service." Tr. at 18. BellSouth, therefore, further objects to this Request on the grounds that it is irrelevant and that the information sought does not appear reasonably calculated to lead to the discovery of admissible evidence.

REQUEST: Assume the hypothetical that rates for basic local exchange services on June 6, 1995 included the working capital necessary to compensate BellSouth for late payments of customer taking advantage of "float", is it BellSouth's position that it would still be able to add a late payment charge to basic local exchange services if the company chose to do so?

RESPONSE: BellSouth objects to this Request on the grounds that the information sought is unreasonably cumulative or duplicative. BellSouth has filed numerous documents in this docket which amply inform the CAD of the basis for BellSouth's position that the late payment charge is not a charge for a basic service.

Moreover, by a 2-1 vote, the TRA has upheld its previous decision that BellSouth's late payment charge "does not fit within the Section 65-5-208(a)(1) definition of basic service." Tr. at 18. BellSouth, therefore, further objects to this Request on the grounds that it is irrelevant and that the information sought does not appear reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 8  
Page 1 of 1

REQUEST: Please produce copies of any and all proposed changes or modifications to BellSouth contracts for the purchase of accounts which BellSouth has suggested to the companies from whom it purchases accounts since June 1, 1999, and the reasons BellSouth sought to make those changes.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad, that responding to it would be unduly burdensome, and that it is irrelevant and that the information sought does not appear reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, BellSouth has attached the most recent version of its standard billing and collections contract. This document is proprietary and is provided pursuant to the protective order that has been entered in this docket. BellSouth has made a good-faith effort to mark the language of the attached contract which differs from the language that appeared in the standard billing and collections contract BellSouth was using on May 31, 2000.

REQUEST: Please identify with particularity the specific language of any rule(s) promulgated in conformance with Tenn. Code Ann. § 65-4-125 through which BellSouth believes it is authorized to bill or charge the proposed late payment charge without the express prior authorization or order of any consumer.

RESPONSE: Section 65-4-125(b) provides that a telecommunications service provider like BellSouth may not "bill and collect" from a customer "any charges for services to which the provider or person acting on behalf of the provider knows or reasonably should know such subscriber has not subscribed . . . ." See T.C.A. §65-4-125(b). This statute does not require any express authorization by the customer – instead, it recognizes that when a customer takes advantage of a carrier's service, the customer must pay for that service.

Even if a customer does not formally "subscribe" to a particular carrier's toll service, for example, the customer may use that particular carrier's toll access number to place a toll call over that carrier's network. When a customer uses a carrier's toll services in this manner, the customer must pay the carrier for the services it has used. The rules promulgated pursuant to section 65-4-125(b) recognize this fundamentally fair and just principle. Those rules expressly exempt "[c]asual billing, including but not limited to collect calls, third party calls, and calls to a carrier's toll access number" from the provision prohibiting service providers from charging a customer "without first having obtained the prior consent of an authorized individual for such charges to appear on the telephone bill." See Rule 1220-4-2-.58(3)(emphasis added).

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 9  
Page 2 of 2

By a 2-1 vote, the TRA has ruled that the "underlying service offered by the tariff is the float – the value of paying after the next billing date and before the service is disconnected." Transcript of September 26, 2000 Director's Conference at 18. Just like the ability to use a carrier's toll access number to place a toll call is a service that a customer may choose to use or not to use at any particular time, the service offered by BellSouth's tariff is one that a customer may choose to use or not to use in any given month. Accordingly, "the customer is in control." *See Id.*

Finally, it is easy to determine whether the customer has decided to take advantage of this service. If the customer pays his bill before the next due date, the customer has not taken advantage of the service. If the customer has not paid his bill by the next billing date (which is at least 10 days after the bill has become past-due), the customer has taken advantage of the service and, therefore, the customer will be billed for the service.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 10  
Page 1 of 1

REQUEST: BellSouth admits that the language of the proposed late payment tariff does not contain any provision for specific ordering or authorization by the consumer prior to the charge being applied.

RESPONSE: Denied. As explained in response to Item No. 9, a customer orders the service and authorizes BellSouth to bill for the service when the customer does not pay his bill by the next bill date. This is analogous to the manner in which a customer orders and authorizes the billing for toll service by dialing a carrier's toll access number.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 11  
Page 1 of 1

REQUEST: BellSouth admits that the language of the proposed late payment tariff does not permit a consumer to actually contact customer service and order the late payment charge "service" prior to a charge being assessed to a consumers bill.

RESPONSE: Denied. Nothing in the tariff prevents a customer from placing such an order, although it clearly is not necessary. Like toll services obtained by dialing a carrier's toll access number, a customer orders and uses this service on an "as needed" or "as desired" basis.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 12  
Page 1 of 1

REQUEST: For each and every contract through which BellSouth purports to purchase the accounts of a CLEC please produce any and all copies of all documents wherein the CLEC disclosed to the end user the terms and conditions of BellSouth's contract with that CLEC.

RESPONSE: BellSouth does not purport to purchase the accounts of a CLEC.



BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 13  
Page 1 of 1

REQUEST: For each and every contract through which BellSouth purports to provide a bill processing service(s) to any CLEC or non-CLEC please produce any and all copies of all document wherein the CLEC providing service to the end user discloses to the end user the terms and conditions of BellSouth's contract as those terms and conditions relate to bill processing service.

RESPONSE: BellSouth objects to this request on the grounds that it seeks to require BellSouth to produce a document it does not create or maintain in the ordinary course of business. Without waiving this objection, please see BellSouth's response to Item No. 12. Additionally, it is the "non-CLEC" and not BellSouth that would be expected to have copies of documents that the "non-CLEC" sends to its customers. In any event, BellSouth is not aware of any such documents that are in its possession.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 14  
Page 1 of 1

REQUEST: For each and every contract through which BellSouth purports to provide a bill processing service(s) or to purchase the accounts of any CLEC or non-CLEC, please produce any and all copies of all documents wherein the CLEC providing service to the end user discloses to the end user any terms and conditions which subjects that end user to BellSouth's deposit standards regarding service provided by the CLEC.

RESPONSE: BellSouth objects to this question on the grounds that BellSouth simply cannot determine what the question is intended to ask. BellSouth further objects to this Request on the grounds that it is irrelevant and that the information sought does not appear reasonably calculated to lead to the discovery of admissible evidence. Deposit standards simply are not an issue in this docket.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 15  
Page 1 of 1

**REQUEST:** BellSouth admits that tariffs for basic local exchange services are relevant to the determination of the terms and conditions of service at a particular rate or charge.

**RESPONSE:** Pursuant to Rule 1220-1-2-.11 of the TRA's Rules of Practice and Procedure and Rule 36.01 of the Tennessee Rules of Civil Procedure, BellSouth objects to this request on the grounds that BellSouth simply cannot determine what the request is intended to ask.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 16  
Page 1 of 1

REQUEST: Please provide a list in either numerical or alphabetical order depicting each telephone number billed a late payment charge after June 6, 1995 and the amount of the charges, excluding private line tariff customers.

- a. Please provide any and all information, documents, or taped conversations between BellSouth and the end user wherein the end user authorizes the late charge.

RESPONSE: BellSouth objects to this interrogatory on the grounds that it is overly broad and that responding to it would be unduly burdensome. Without waiving this objection, BellSouth states that no Tennessee customer has been charged the late payment charge as proposed in BellSouth's tariff filing under this docket.

BellSouth notes that some Tennessee customers are located in five "fringe areas" listed in BellSouth's General Subscriber Services Tariff (GSST), Section A3.20.5 - .9. In accordance with provisions of BellSouth's tariff which have been in effect for years, customers in these "fringe areas" are subject to the exchange rates and regulations fixed by the regulatory authorities in adjacent states. BellSouth's filing in TRA Docket 00-00041 does not affect the rates, terms and conditions that apply to customers in these "fringe areas".

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 17  
Page 1 of 1

REQUEST: If there have been or are there likely to be incidents wherein the late payment charge as proposed in the tariff begins to apply to basic local exchange services before any "float" is actually provided by the late payment charge "telecommunications service," please describe why those incidents occur.

RESPONSE: There have been no such incidents, and there is not likely to be any such incidents.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 18  
Page 1 of 1

REQUEST: BellSouth admits that whether or not the late payment charge is applied purely as a charge or as a telecommunications service, the 3% charge would automatically be applied without a specific request or authorization by the consumer.

RESPONSE: Denied.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 19  
Page 1 of 1

REQUEST: BellSouth admits that under tariff A2.4.3H, in effect on June 6, 1995 Tennessee consumers could extend payments on local basic exchange services up to 1 year without a charge penalty of 3%.

RESPONSE: Denied. The language in Tariff Section A2.4.3H today is substantially similar to language that appeared in Section A2.4.3G on June 6, 1995. In 1995, that language allowed customers who had deferred payment agreements for services provided by BellSouth to "spread the service charges, as specified in Section A4. of this Tariff, plus interest, over the respective period of the agreement." These arrangements applied only to the nonrecurring charges that appeared in Section A4 of the tariff. If, for instance, a customer had nonrecurring charges of \$90, the tariff allowed for the customer to pay that \$90 in, for example, three monthly installments of \$30 each. The tariff also permitted BellSouth to charge interest on these arrangements. If that customer did not pay a \$30 payment on time, BellSouth did not apply a 3% late payment charge to that \$30 payment under the language of the tariff that existed in 1995.

REQUEST: BellSouth admits that under its proposed tariff local basic exchange service consumers would no longer be able to extend payment on basic local exchange services for up to one year through tariff A2.4.3H without payment of a late charge penalty.

RESPONSE: Denied. Like the provision in the tariff in 1995, Section A2.4.3H currently allows customers with deferred payment agreements to "spread the service charges, as specified in Section A4. of this Tariff, plus interest, over the respective period of the agreement." Like they did in 1995, these arrangements apply only to the nonrecurring charges that appear in Section A4 of the tariff. Thus, as was the case in 1995, a customer with a nonrecurring charge of \$90 may pay that \$90 in, for example, three monthly installments of \$30 each. As it did in 1995, the tariff also permits BellSouth to charge interest on these arrangements. As was true in 1995, if that customer pays each of these \$30 payments on time, that customer will incur not late payment charges. The only difference is that once BellSouth's tariff is approved, if that customer does not a \$30 payment on time, BellSouth will apply a 3% late payment charge to that \$30 payment.



BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 21  
Page 1 of 1

REQUEST: Please completely describe how the company implemented late payment arrangements and made amount determinations on June 6, 1995.

RESPONSE: BellSouth objects to this request on the grounds that it is vague and overly broad and that responding to it would be unduly burdensome. BellSouth further objects to this Request on the grounds that it is irrelevant and that the information sought does not appear reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 22  
Page 1 of 1

REQUEST: Please state the interest rate in effect on June 6, 1995 for deferred payment agreements. (Tariff A2.4.3G).

RESPONSE: By a 2-1 vote, the TRA has upheld its previous decision that BellSouth's late payment charge "does not fit within the Section 65-5-208(a)(1) definition of basic service." Tr. at 18. BellSouth, therefore, objects to this Request on the grounds that it is irrelevant and that the information sought does not appear reasonably calculated to lead to the discovery of admissible evidence. Without waiving this objection, BellSouth states that it has no documents in its possession which reflect the actual interest rate that was in effect in 1995.

**REQUEST:** If BellSouth changed its position from one in which the proposed late payment charge was not a service or now relies upon the interim decision that the proposed late payment charge is a service please describe how the service will operate, including but not limited to, how long the service will permit a consumer to continue to be served or provide "float" what types of reporting will be made to credit reporting agencies regarding the period the service is in effect and whether payment of the charge alone will permit the continuation of service and the particular language of the tariff pertaining to any operational features.

**RESPONSE:** BellSouth objects to this request to the extent that it attempts to characterize BellSouth's position in this docket. BellSouth further objects to the request on the grounds that it is vague, confusing, and overly broad.

Without waiving these objections, BellSouth states that it will continue using the same procedures that it uses today to determine whether and when to disconnect service for nonpayment of a bill, and that the same procedures that are used today will continue to be used to determine whether and when to report information to credit reporting agencies. Moreover, the late payment charge is neither a payment for the use of money nor consideration for the forbearance of collecting an amount due to BellSouth. Payment of the late payment charge alone, therefore, will not prevent the disconnection of a customer's service for nonpayment of a bill.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 24  
Page 1 of 1

REQUEST: With respect to 209(e), produce any and all documents and studies which show the amount which would be generated by the proposed tariff for local basic exchange service before any reduction due to lifeline and linkup exceptions.

RESPONSE: To the extent that it seeks the revenues associated only with "basic local exchange telephone services" as that term is defined in T.C.A. §65-5-208(a)(1), BellSouth objects to the request on the grounds that responding to it would be overly burdensome. Without waiving this objection, the attached documents show the aggregate amount of revenue which would be generated by the proposed tariff. These documents are proprietary and are provided pursuant to the protective order that has been entered in this docket.

REQUEST: Please state whether BellSouth's policy, presently or in the past, is to terminate, threaten to terminate or infer impending termination of an end users local basic exchange service when they do not pay as scheduled on accounts allegedly purchased by BellSouth.

RESPONSE: BellSouth objects to the use of the term "threaten" in this Request. Without waiving this objection, BellSouth states that it does not suspend and/or terminate service for non-payment of unregulated charges. Nor does BellSouth terminate service for non-payment of disputed regulated charges.

Instead, BellSouth complies with section A2.2.10 of its Tariff, which allows it to suspend and/or terminate a customer's local exchange service for nonpayment of any sum due for exchange, long distance or other service that is not in dispute. BellSouth determines each customer's treatment based on that customer's credit status. Moreover, before suspending or terminating the service of a customer who does not subscribe to Lifeline service, BellSouth sends the customer a written notice advising that local service will be denied if the regulated charges are not paid. BellSouth advises Lifeline customers that: local service will be denied if the regulated non-toll charges are not paid; and toll will be denied if the regulated toll charges are not paid.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 26  
Page 1 of 1

REQUEST: Please provide any and all scripts used in training and in current day to day customer service which pertain to customer payments which are or may be late and extended.

RESPONSE: BellSouth objects to this request on the grounds that it is vague and to the extent that it seeks to require BellSouth to produce a document it does not create or maintain in the ordinary course of business. Without waiving these objections, BellSouth does not have any "scripts" pertaining to customer payments which are or may be late and extended.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 27  
Page 1 of 1

REQUEST: Please explain the manner and process for the allocation of partial payments to the amounts appearing on BellSouth's bill by classification of service.

RESPONSE: The allocation of a partial payment is based on the nature of the customer's service being billed. All partial payments are first allocated to pay outstanding amounts owed for services that would result in a denial of service if not paid. Any remaining amount is applied to "nondeniable" services. An example of this is an outstanding bill that includes local service of \$15 (a "deniable" service) and inside wire of \$5 (a "nondeniable" service). If a payment of \$10.00 was received, it would be applied in total to the "deniable" service. If the partial payment was \$17, the "deniable" service would be credited with \$15 and the remaining \$2 would be applied to the "nondeniable" service.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 28  
Page 1 of 2

REQUEST: Please identify all persons, by providing name, address and phone number, known to BellSouth, its attorney, or other agent who have knowledge, information or possess any document(s) or claim to have knowledge, information or possess any document(s) regarding the issues presently before the Authority in this matter.

RESPONSE: BellSouth objects to this interrogatory on the grounds that it is overly broad and that responding to it would be unduly burdensome. Without waiving these objections, BellSouth states that the following persons have provided information responsive to these discovery requests:

Daonne Caldwell, 30B49, 675 W. Peachtree St., Atlanta, GA 30375 404-927-8000

Steve Bigelow, SouthE3E1, 3535 Colonnade Pkwy., Birmingham, AL 35243, 205-977-0400

Tom Lohman, 17L57 BSC, 675 W. Peachtree St., Atlanta, GA 30375 404-927-8141

Bruce Liles, SouthE5D1, 3535 Colonnade Pkwy., Birmingham, AL 35243 205-977-1113

Helen Pepper, 2B6, 1057 Lenox Park Blvd., Atlanta, GA 30319 404-927-3175

Linda Burke, 2B6, 1057 Lenox Park Blvd., Atlanta, GA 30319 404-927-3175

John M. Pyron, SE7E, 3535 Colonnade Pkwy., Birmingham, AL 35243 205-977-3186



BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 28  
Page 2 of 2

James G. Raether, SE7D, 3535 Colonnade Pkwy., Birmingham,  
Al 35243 205-977-1473

Paul Schwarz, SE7D, 3535 Colonnade Pkwy., Birmingham, Al  
35243 205-977-0890

Also, any witness BellSouth presents in this docket will have knowledge that is responsive to this request. Additional information will be contained in any pre-filed testimony BellSouth submits in this docket.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 29  
Page 1 of 1

REQUEST: Please produce each document, email, photograph, or any other article or thing whatsoever, which corroborates any party of BellSouth's claims in this matter, as to all issues, including but not limited to, credibility or any other issue, which is adverse to your contentions regarding the same.

RESPONSE: BellSouth objects to this request to the extent that it relates to BellSouth's claim that the late payment charge is not a charge for a basic service on the grounds that that such information is irrelevant in light of the TRA's ruling on that issue. Without waiving this objection, BellSouth states that its claims regarding the Issue No. 2 and T.C.A. §65-5-209(e) are supported by its responses to these discovery requests (including all documents attached thereto); its responses to data requests that have previously been served on the CAD in this docket; the briefs and memorandum BellSouth has already filed in this docket and the statutes, rules, regulations, tariff, cases, and other authority cited therein; the billing contracts which have already been produced to the CAD; and each and every document BellSouth has filed in this docket or served upon the CAD in this docket.

The attached Cost Study is proprietary and is provided pursuant to the protective order that has been entered in this docket.

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 30  
Page 1 of 2

REQUEST: Quote verbatim the provision in the third-party billing arrangements which provide for accessing a late charge or prohibit same. For each provision so quoted provide the name and address of the company involved, the start date and expiration date of the contract or tariff involved, and any communications directed toward consumers evidencing notice of these arrangements to consumers.

RESPONSE: BellSouth objects to this request on the grounds that it seeks to require BellSouth to produce a document it does not create or maintain in the ordinary course of business. If the third parties direct such communications to consumers, it is the third parties – not BellSouth – that would be expected to have copies of such communications. In any event, BellSouth is not aware of any “communications directed toward consumers evidencing notice of these arrangements to consumers” that are in BellSouth’s possession.

With regard to the remainder of the request, Rule 33.03 of the Tennessee Rules of Civil Procedure provides that

When the answer to an interrogatory may be derived or ascertained from the business records of the party upon whom the interrogatory has been served . . . , and the burden of deriving or ascertaining the answer is substantially the same for the party serving the interrogatory as for the party served, it is a sufficient answer to such interrogatory to specify the records from which the answer may be derived or ascertained and to afford the party serving the interrogatory reasonable opportunity to . . . inspect such records

. . . .

BellSouth Telecommunications, Inc.  
Tennessee Regulatory Authority  
Docket No. 00-00041  
CAD's 2<sup>nd</sup> Data Requests  
December 6, 2000  
Item No. 30  
Page 2 of 2

On August 23, 2000, BellSouth delivered (pursuant to the protective order entered in this docket) copies of the documents from which the CAD may derive the answer to this request as easily as BellSouth could. BellSouth, therefore, has sufficiently responded to this request.

To the extent that this request seeks any additional response, BellSouth objects to the Request on the grounds that the information sought is obtainable from some other source that is more convenient, less burdensome, or less expensive – namely, the documents themselves.